

**Review of Individual Hospital Indemnity Insurance Policies**  
**subject to M.G.L. c. 175 and 211 CMR 42.00 et al.**

Insurer \_\_\_\_\_

NAIC # \_\_\_\_\_

Name of Plan, Form # \_\_\_\_\_

Contact person, Title \_\_\_\_\_

Address \_\_\_\_\_

E-mail address \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Date received \_\_\_\_\_ Reviewed by \_\_\_\_\_

\$75 form filing fee processed on \_\_\_\_\_ 801 CMR 4.02(21); SRB # \_\_\_\_\_

\$150 rate filing fee processed on \_\_\_\_\_ 801 CMR 4.02(30); SRB # \_\_\_\_\_

This represents the checklist tool used by State Rating Bureau analysts to review policies according to the minimum standards identified in relevant statutes and regulations.

\*Filing is not complete for purposes of M.G.L. c. 175 §193F until all required items have been received in the SRB.

**Pursuant to Bulletin 2001-05, this checklist is required to be submitted when filing individual hospital indemnity insurance policy form(s), whether submitted as a new form or as a revision to an existing form.**

**Next to each item on the checklist, indicate the page number and/or section where the noted item is described within the filed form(s) to assist the State Rating Bureau analyst in locating the section of the filing addressing the checklist item.**

- **If an item is not applicable to a company filing, please note “N/A” next to the item on the checklist and explain in your letter why the item is not applicable to the filing.**
- **If an item only requires confirmation that the company complies with particular statutory or regulatory requirements, please place a checkmark next to the item certifying company compliance with the item.**

**Filings that do not include a properly completed checklist will be returned and not reviewed.**

## Policy

### ***General Requirements for all disability income filings:***

- \_\_\_ Hospital confinement indemnity insurance provides coverage on other than an expense-incurred basis while the covered person is confined as a hospital inpatient.. 211 CMR 42.05(2)(c)
- \_\_\_ Through November 1, 2001, hospital indemnity insurance policies are not considered health plans and are exempt from the guaranteed issue provisions of M.G.L. c. 176M if they are those policies issued pursuant to M.G.L. c. 175 which provide a benefit not to exceed \$250 per day, as adjusted on an annual basis by the amount of increase in the average weekly wage in the commonwealth as defined in chapter 152, to be paid to an insured or a dependent, including the spouse of an insured, on the basis of a hospitalization of the insured or a dependent. M.G.L. c. 176M §1
- \_\_\_ Effective November 1, 2001, hospital indemnity insurance policies if offered as independent, noncoordinated benefits are exempt from the guaranteed issue provisions of M.G.L. c. 176M if they are those policies issued pursuant to M.G.L. c. 175 which provide a benefit not to exceed \$500 per day, as adjusted on an annual basis by the amount of increase in the average weekly wage in the commonwealth as defined in section 1 of chapter 152, to be paid to an insured or a dependent, including the spouse of an insured, on the basis of a hospitalization of the insured or a dependent. M.G.L. c. 176M §1
- \_\_\_ Policy summaries must be filed with the corresponding policy forms:
- |  |       |
|--|-------|
| ___ Policy                                     | _____ |
| ___ Disclosure Statement (Outline of Coverage) | _____ |
| ___ Application                                | _____ |
| ___ Notice of Information Practices            | _____ |
| ___ Replacement form                           | _____ |
- \_\_\_ The submission of a rider, application or endorsement shall specify the policy or group of policies with which it will be used. The identification code of such policy or group of policies shall be given together with, if possible, the approximate date of the original filing.
- \_\_\_ Filing includes certification by company official that each form meets standards of M.G.L. c. 175 §2B. If insurer feels that any form is exempt from M.G.L. c. 175 §2B, letter should state reason for exemption. The term "text" includes all printed matter except the name and address of the insurer, name or title of the policy, captions and subcaptions, and schedule pages and tables used in the policy. M.G.L. c. 175 §2B
- \_\_\_ Text of each form achieves minimum Flesch score of 50 as stated in certification. (A statement to the effect that the score exceeds 50 is not permitted.)
- \_\_\_ a. It is printed, except for tables, in not less than ten-point type, one point leaded.
- \_\_\_ b. The style, arrangement and overall appearance of the policy give no undue prominence to any portion of the text of the policy and any endorsements or riders;
- \_\_\_ c. It contains a table of contents or an alphabetical subject index;
- \_\_\_ d. The width of margins and ink to paper contrast do not interfere with the readability of the form; and
- \_\_\_ e. The organization of the content of the policy and the summary of the policy are conducive to understandability of the form.
- \_\_\_ If a policy has a specification page, it should provide the following information:
- \_\_\_ Policy number \_\_\_ Name of insured \_\_\_ Other persons covered at issue date
- \_\_\_ Effective date \_\_\_ Listing of the premium or premiums payable and the periods to which they apply
- \_\_\_ Lists, with cost, if any, of each exclusionary waiver and of each premium-bearing rider or endorsement. Unless the insured has given a signed acceptance, the listing shall also include a brief description of each.
- \_\_\_ Each form must contain a form number on the lower left-hand corner of the cover page OR on the first page of the form if the form number would be visible with the cover closed. M.G.L. c. 175, § 108 2.(a)(6)
- \_\_\_ All policies and contracts must be headed by the corporate name of the company. If two or more insurers are under a common management and represent themselves to be or are customarily known as an insurance company group or similar insurance trade designation, they may, with the approval of the commissioner, head or title policies with the name of the group or similar trade designation or with the names of the individual members of the group, provided that the company assuming the insurance is specifically identified. M.G.L. c. 175, §18

\_\_\_\_ All policies shall be signed by its secretary or an assistant secretary, or in their absence by a temporary secretary, and by its president or a vice-president, or in their absence by two directors. Riders or endorsements may be signed by one of the aforesaid officers of the company. A facsimile of the required signature is acceptable. M.G.L. c. 175, §33

## Rate Filing

- \_\_\_ A rate filing must be enclosed with each policy, rider, or endorsement that affects the premium rate to be charged. 211 CMR 42.06(2)
- \_\_\_ All rate filings shall at least explain formulas used to derive rates, expected claim costs, assumptions regarding mortality, morbidity and lapse rates, and the detailed commission schedule and anticipated administrative expenses associated with the policy. In order to substantiate rate revision filings, filings must maintain experience for that policy form, may combine experience for different policy forms whether the coverage is substantially the same, and must demonstrate that the carrier is using fund accounting for guaranteed renewable policies to reflect premiums, investment income, losses, expenses, and provisions for reserves specific to that policy form.
- \_\_\_ Any rates filed, whether initial or revised, will be disapproved unless the aggregate anticipated loss ratio for the entire period for which rates are computed to provide coverage meets the minimum loss ratio standard for the policy. 211 CMR 42.06(2).  
For hospital and medical expense policies (including indemnity policies) and for similar policies the minimum loss ratio shall be
  - \_\_\_ No less than 60% for policies sold as optionally renewable policies 211 CMR 42.06(2)(b)1
  - \_\_\_ No less than 55% for policies sold as conditionally renewable and guaranteed renewable policies 211 CMR 42.06(2)(b)2
  - \_\_\_ No less than 50% for policies sold as guaranteed rate policies 211 CMR 42.06(2)(b)3
- \_\_\_ Every carrier must maintain on file with the Division an up-to-date rate manual for all individual accident and health policies, riders, and endorsements currently available for sale in Massachusetts, that must include: (a) name of carrier on each page, (b) table of contents or index, and (c) identification by form number of each policy or endorsement to which the rates apply. 211 CMR 42.06(4)
- \_\_\_ A rate filing and/or rate manual & actuarial memorandum needs to be forwarded to actuary for review
- \_\_\_ All rate filings are subject to review by an actuary specified by the Commissioner whose costs will be paid by the company submitting the filing. Filing is to include certification from company's Chief Financial Officer that all actuarial costs associated with reviewing the filing will be borne by the company as part of the filing. 211 CMR 42.06(3)(a)

## Cover Page:

- \_\_\_ Company name, address and telephone number are listed.
- \_\_\_ All pre-existing conditions must appear as a separate paragraph on the cover page. 211 CMR 42.05(1)(b)
- \_\_\_ A policy provision relating to recurrent confinements or recurrent disabilities will be considered to be in compliance with the provisions of M.G.L. c. 176D if it does not specify that such confinements or such disabilities be separated by a period greater than six months 211 CMR 42.05(1)(d)
- \_\_\_ All policies must include at least a 10-day right of examination from date of delivery and such right must be explained in the policy. 211 CMR 42.05(1)(e)

## Definitions

- \_\_\_ Definitions should be in alphabetical order for ease of disclosure of policy provisions and comparison with other policies. If used, must conform with the following:
- \_\_\_ Accident, Accidental Injury, Accidental Means - “must be defined to employ “result” language and may not include words which establish an accidental means test or use words such as “external, violent, visible wounds” or similar words of description or characterization. The definition may not be modified or an exception or limitation may be included to provide that injuries shall not include injuries for which benefits are provided under any workmen’s compensation, occupational disease, employer’s liability or similar law.” 211 CMR 42.04
- \_\_\_ Class - “underwriting/rating classifications used when policy originally issued.” 211 CMR 42.04
- \_\_\_ Elimination Period - “number of days during which services are provided to an insured person or during which the insured person is unable to work because of accident or sickness before the insurance policy begins to pay benefits.” 211 CMR 42.04
- \_\_\_ Medicare - “program established under Title XVIII of federal Social Security Act, “Health Insurance for the Aged Act”, 42 USC § 1396 *et seq.*, as amended.” 211 CMR 42.04
- \_\_\_ Policy - “any policy, plan, certificate, contract, agreement, statement of coverage, rider or endorsement which provides insurance benefits whether as a service or on an indemnity reimbursement or prepaid basis.” 211 CMR 42.04
- \_\_\_ Pre-existing condition - “medical condition for which an insured persons received medical advice or treatment during a period to be determined by the carrier prior to the effective date of coverage or because of which an individual had symptoms which would have led an ordinarily prudent person to seek medical advice or treatment for that medical condition, or a pregnancy existing on the effective date of coverage.” 211 CMR 42.04
- \_\_\_ Sickness - “must be defined to be no more restrictive that a sickness or disease of an insured that first manifests itself after the effective date of insurance and while the insurance is in force. This definition may be modified to exclude sickness or disease for which benefits are provided under any workmen’s compensation, occupational disease, employer’s liability or similar law.” 211 CMR 42.04

## Disclosure

- \_\_\_ No misleading policy names may be used and no policy may be marketed or advertised as a group policy unless it qualifies as such. 211 CMR 42.09(1)(a)
- \_\_\_ A carrier’s policy name may not misrepresent the extent of benefits actually provided nor may a name be used which conflicts with the prescribed category name or which is similar to the prescribed name of a different category. 211 CMR 42.09(1)(a)
- \_\_\_ If age is to be used as a determining factor for reducing benefits made available in the policy as originally issued, such fact must be prominently set forth in the policy. 211 CMR 42.09(1)(b)
- \_\_\_ All insurance policies must contain a renewability provision on the first page of the policy in a highlighted section. 211 CMR 42.09(1)(c)
- \_\_\_ In the event that the policy is issued on a basis other than that applied for, the outline of coverage must contain the following statement, in no less than 12-point type, immediately above the company name: “NOTICE: Read this outline carefully. The coverage you originally applied for has not been issued. This policy is therefore not identical to the coverage you requested - it differs in the following respects: [list]” 211 CMR 42.09(1)(d)

- \_\_\_ Any Non-Medicare-Supplement policy summary delivered to a person eligible for Medicare must conspicuously display on its first page the following statement unless the policy does not cover hospital, medical or surgical expenses: "This policy IS NOT A MEDICARE SUPPLEMENT POLICY." The statement may be printed or affixed by sticker. 211 CMR 42.09(1)(e)
- \_\_\_ Policies providing conversion privileges must specify the benefits to be provided or shall state that the converted coverage shall be on the policy form then being issued by the company for this purpose. 211 CMR 42.09(1)(f)

## **Limitations and Exclusions**

- \_\_\_ Limitations on benefits should where possible be so labeled in a separate section of the policy or placed with the benefit provisions to which they apply, rather than or in addition to included in other sections of the policy.
- \_\_\_ Termination of the policy should be without prejudice to any continuous loss which commenced while the policy was in force, but the extension of benefits beyond the period while the policy was in force may be predicated upon the continuous total disability of the insured or limited to the extent of the benefit period
- \_\_\_ Pre-existing limitations must appear as a separate paragraph of the policy and be labeled as "Pre-existing Condition Limitations." 211 CMR 42.05(1)(b)
- \_\_\_ In the event of cancellation or refusal to renew by the carrier, policies providing pregnancy benefits must provide benefits for pregnancy commencing while the policy is in force 211 CMR 42.05(1)(c)
- \_\_\_ A policy may contain provisions relating to recurrent confinements or recurrent disabilities; will be considered to be in compliance with the provisions of M.G.L. c. 176D if it does not specify that such confinements or such disabilities be separated by a period greater than six months. 211 CMR 42.05(1)(d)
- \_\_\_ The policy must clearly explain all limitations and elimination periods, including elimination periods affecting different levels of benefits. 211 CMR 42.05(2)(g)
- \_\_\_ Benefits cannot be reduced in coordination with any increased benefits that the insured may receive from the Social Security System after benefit period has begun. 211 CMR 42.05(2)(g)
- \_\_\_ The following exclusions **are** common and permitted:
  1. Pre-existing
  2. War or act of war, declared or undeclared.
  3. Participation in a felony, riot or insurrection.
  4. Service in armed forces or auxiliary units.
  5. Intentionally self-inflicted injury or attempted suicide.
  6. Aviation (non-fare paying passengers).
  7. Alcohol or drug detoxification or rehabilitation
  8. Government facility, non-Medicaid government program including Medicare, any state or workers' comp, employer's liability or occupational disease law, or any motor vehicle no-fault law; services provided by a member of the insured's immediate family and services for which no charge is made in the absence of insurance.

## **Uniform Provisions - Compliance with M.G.L. c. 175 § 108, 3.(a)**

Under section 3.(a) of section 108, each policy must contain the following provisions in the words in which they appear; provided, however, that the insurer may substitute for one or more of such provisions corresponding provisions of different wording which are in each instance not less favorable in any respect to the insured. The provisions must be preceded by an appropriate caption at the beginning of each item or group of items.

### **Entire Contract; Changes**

This policy, including endorsements and attached papers, if any, constitutes the entire contract of insurance. No change in this policy shall be valid until approved by an executive officer of the insurer and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this policy or to waive any of its provisions. M.G.L. c. 175, § 108, 3.(a)(1)

### **Time Limit on Certain Defenses**

After two years from the date of issue of this policy no misstatements, except fraudulent misstatements, made by the applicant in the application for such policy shall be used to void the policy or to deny a claim for loss incurred or disability as defined in the policy commencing after the expiration of such two-year period OR

#### **Incontestable**

After this policy has been in force for a period of two years during the lifetime of the insured (excluding any period during which the insured is disabled), it shall become incontestable as to the statements contained in the application.

No claim for loss incurred or disability (as defined in the policy) commencing after two years from the date of issue of this policy shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss had existed prior to the effective date of coverage of this policy. M.G.L. c. 175, § 108, 3.(a)(2)

### **Grace Period**

A grace period of [insert a number not less than “7” for weekly premium policies, “10” for monthly premium policies and “31” for all other policies] days will be granted for the payment of each premium falling due after the first premium during which grace period the policy shall continue in force. M.G.L. c. 175, § 108, 3.(a)(3)

### **Reinstatement**

If any renewal premium be not paid within the time granted the insured for payment, a subsequent acceptance of premium by the insurer or by any agent duly authorized by the insurer to accept such premium, without requiring in connection therewith an application for reinstatement, shall reinstate the policy; provided, however, that if the insurer or such agent requires an application for reinstatement and issues a conditional receipt for the premium tendered, the policy will be reinstated upon approval of such application by the insurer or, lacking such approval, upon the 45th day following the date of such conditional receipt unless the insurer has previously notified the insured in writing of its disapproval of such application. The reinstated policy shall cover only loss resulting from such accidental injury as may be sustained after the date of reinstatement and loss due to such sickness as may begin more than 10 days after such date. In all other respects the insured and insurer shall have the same rights thereunder as they had under the policy immediately before the due date of the defaulted premium, subject to any provisions endorsed hereon or attached hereto in connection with the reinstatement. Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than sixty days prior to the date of reinstatement.

(The last sentence of the above provision may be omitted from any policy which the insured has the right to continue in force subject to its terms by the timely payment of premiums until at least age fifty, or, in the case of a policy issued after age 44, for at least five years from its date of issue.) M.G.L. c. 175, § 108, 3.(a)(4)

### **Notice of Claim**

Written notice of claim must be given to the insurer within 20 days after the occurrence or commencement of any loss covered by the policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the insured or the beneficiary to the insurer at [insert the location of such office as the insurer may designate for the purpose] or to any authorized agent of the insurer, with information sufficient to identify the insured, shall be deemed notice to the insurer. M.G.L. c. 175, § 108, 3.(a)(5)

### **Claim Forms**

The insurer, upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice the claimant shall be deemed to have complied with the requirements of this policy as to proof of loss upon

submitting, within the time fixed in the policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which the claim is made. M.G.L. c. 175, § 108, 3.(a)(6)

\_\_\_\_ **Proof of Loss**

Written proof of loss must be furnished to the insurer at its said office in case of claim for loss for which this policy provides any periodic payment contingent upon continuing loss within ninety days after the termination of the period for which the insurer is liable and in case of claim for any other loss within ninety days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required. M.G.L. c. 175, § 108, 3.(a)(7)

\_\_\_\_ **Time of Payment of Claims**

Indemnities payable under this policy for any loss other than loss for which this policy provides any periodic payment will be paid immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all accrued indemnities for loss for which this policy provides periodic payment will be paid [insert period for payment which must not be less frequently than monthly] and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof. M.G.L. c. 175, § 108, 3.(a)(8)

\_\_\_\_ **Payment of Claims**

Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the insured. Any other accrued indemnities unpaid at the insured's death may, at the option of the insurer, be paid either to the beneficiary or to such estate. All other indemnities will be payable to the insured.

*The following two paragraphs, or either of them, may be added to this provision at the option of the insurer:*

If any indemnity of this policy shall be payable to the estate of the insured, or to an insured or beneficiary who is a minor or otherwise not competent to give a valid release, the insurer may pay such indemnity, up to an amount not exceeding [insert an amount which shall not exceed \$1,000], to any relative by blood or connection by marriage of the insured or beneficiary who is deemed by the insurer to be equitably entitled thereto. Any payment made by the insurer in good faith pursuant to this provision shall fully discharge the insurer to the extent of such payment.

Subject to any written direction of the insured in the application or otherwise all or a portion of any indemnities provided by this policy on account of hospital, nursing, medical or surgical services may, at the insurer's option and unless the insured requests otherwise in writing not later than the time of filing proofs of such loss, be paid directly to the hospital or person rendering such services; but it is not required that the services be rendered by a particular hospital or person. M.G.L. c. 175, § 108, 3.(a)(9)

\_\_\_\_ **Physical examinations**

The insurer at its own expense shall have the right and opportunity to examine the person of the insured when and as often as it may reasonably require during the pendency of a claim hereunder. M.G.L. c. 175, § 108, 3.(a)(10)

\_\_\_\_ **Legal actions**

No action at law or in equity shall be brought to recover on this policy prior to the expiration of sixty days after written proof of such loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished. M.G.L. c. 175, § 108, 3.(a)(11)

\_\_\_\_ **Change of beneficiary**

Unless the insured makes an irrevocable designation of beneficiary, the right to change of beneficiary is reserved to the insured and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this policy or to any change of beneficiary or beneficiaries or to any other changes in this policy. M.G.L. c. 175, § 108, 3.(a)(12)



## Optional Provisions - Compliance with M.G.L. c. 175 § 108, 3.(b)

Section 3.(b) of section 108 provides mandatory language for policies that include these provisions: *i.e.*, policies do not have to contain these provisions, but if they do, they must be in substantially similar language (“which [is] in each instance not less favorable in any respect to the insured or the beneficiary”). The provisions must be preceded by an appropriate caption at the beginning of each item or group of items.

### **\_\_\_\_\_ Misstatement of Age**

If the age of the insured has been misstated, all amounts payable under this policy shall be such as the premium paid would have purchased at the correct age. M.G.L. c. 175, §108 3.(b)(2)

### **\_\_\_\_\_ Other Insurance in This Insurer**

If an accident or sickness or accident and sickness policy or policies previously issued by the insurer to the insured be in force concurrently herewith, making the aggregate indemnity for [insert type of coverage or coverages] in excess of [insert maximum limit of indemnity or indemnities] the excess insurance shall be void and all premiums paid for such excess shall be returned to the insured or to his estate.

OR

Insurance effective at any one time on the insured under a like policy or policies in this insurer is limited to the one such policy elected by the insured, his beneficiary or his estate, as the case may be, and the insurer will return all premiums paid for all other such policies. M.G.L. c. 175, §108 3.(b)(3)

### **\_\_\_\_\_ Insurance with Other Insurers**

If there be other valid coverage, not with this insurer, providing benefits for the same loss on a provision of service basis or an expense incurred basis and of which this insurer has not been given written notice prior to the occurrence or commencement of loss, the only liability under any expense incurred coverage of this policy shall be for such proportion of the loss as the amount which would otherwise have been payable hereunder plus the total of the like amounts under all other valid coverages for the same loss of which this insurer had notice bears to the total like amounts under all valid coverages for such loss, and for the return of such portion of the premiums paid as shall exceed the pro-rata portion for the amount so determined. For the purpose of applying this provision when other coverage is on a provision of service basis, the like amount of such other coverage shall be taken as the amount which the services rendered would have cost in the absence of such coverage.

*If the above policy provision is included in a policy which also contains the next following policy provisions there shall be added to the caption the phrase -- EXPENSE INCURRED BENEFITS. The insurer may, at its option, include in this provision a definition of other valid coverage, approved as to form by the commissioner, which definition shall be limited in subject matter to coverage provided by organizations subject to regulation by insurance law or by insurance authorities or this or any other state of the United States or any province of Canada, and by hospital or medical services organizations, and to any other coverage the inclusions of which may be approved by the commissioner. In the absence of such definition such term shall not include group insurance, automobile medical payments insurance, or coverage provided by hospital or medical service organizations or by union welfare plans or employer or employee benefit organizations. For the purpose of applying this policy provision with respect to any insured, any amount of benefit provided for such insured pursuant to any compulsory benefit statute including any workmen's compensation or employer's liability statute whether provided by a governmental agency or otherwise shall in all cases be deemed to be other valid coverage of which the insured has had notice. In applying said policy provision no third party liability coverage shall be included as other valid coverage. M.G.L. c. 175, §108 3.(b)(4)*

### **\_\_\_\_\_ Insurance with Other Insurers**

If there be other valid coverage, not with this insurer, providing benefits for the same loss on other than an expense incurred basis and of which this insurer has not been given written notice prior to the occurrence or commencement of loss, the only liability for such benefits under this policy shall be for such proportion of the indemnities otherwise provided hereunder for such loss as the like indemnities of which the insurer had notice (including the indemnities under the policy) bear to the total amount of all like indemnities for such loss, and for the return of such portion of the premium paid as shall exceed the pro-rata portion for the indemnities thus determined.

*If this policy provision is included in a policy which also contains the above policy provision there shall be added to the caption of this provision the phrase - OTHER BENEFITS. The insurer may, at its option, include in this provision a definition of other valid coverage, approved as to form by the commissioner, which definition shall be limited in subject matter to coverage provided by organizations subject to regulation by*

*insurance law of by insurance authorities of this or any other state of the United States or any province of Canada, and to any other coverage the inclusion of which may be approved by the commissioner. In the absence of such definition such term shall not include group insurance, or benefits provided by union welfare plans or by employer or employee benefit organizations. For the purpose of applying this policy provision with respect to any insured, any amount of benefit provided for such insured pursuant to any compulsory benefit statute including any workmen's compensation or employer's liability statute whether provided by a governmental agency or otherwise shall in all cases be deemed to be other valid coverage of which the insurer has had notice. In applying this policy provision no third party liability coverage shall be included as other valid coverage. M.G.L. c. 175, §108 3.(b)(5)*

— **Unpaid Premium**

Upon the payment of a claim under this policy, any premium then due and unpaid or covered by any note or written order may be deducted therefrom. M.G.L. c. 175, §108 3.(b)(7)

— **Conformity with State Statutes**

Any provision of this policy which, on its effective date, is in conflict with the statutes of the state in which the insured resides on such date is hereby amended to conform to the minimum requirements of such statutes. M.G.L. c. 175, §108 3.(b)(9)

— **Illegal Occupation**

The insurer shall not be liable for any loss to which a contributing cause was the insured's commission of or attempt to commit a felony or to which a contributing cause was the insured's being engaged in an illegal occupation. M.G.L. c. 175, §108 3.(b)(10)

## Outline of Coverage/Policy Summary/Disclosure Form

- \_\_\_ No individual accident and sickness insurance policy or contract may be delivered or issued for delivery in Massachusetts unless the disclosure form is delivered with the policy, or is delivered to the applicant at the time application is made. 211 CMR 42.09(3)(a)
- \_\_\_ The summary must be a part of the policy and must be plainly printed in light-faced type of a style in general use, size of which shall be uniform and not less than 10-point with lower-case unspaced alphabet length not less than 12-point. 211 CMR 42.09(3)(a)
- \_\_\_ If the policy is issued on a changed basis from what was originally requested, a revised summary must be affixed to the policy. 211 CMR 42.09(3)(b)
- \_\_\_ Except as otherwise provided, disclosure forms must provide the following information when it is applicable to the form: 211 CMR 42.09(3)(c)
  - \_\_\_ 1. Name of the carrier, description of the policy type, the policy number.
  - \_\_\_ 2. Description of benefits in a manner that does not misrepresent the actual coverage provided in the policy.
  - \_\_\_ 3. Any deductibles, coinsurance, and benefit maximums.
  - \_\_\_ 4. Whether the policy is renewable to eligibility to Medicare.
  - \_\_\_ 5. Whether there are any age limitations.
  - \_\_\_ 6. Whether the policy is subject to premium increases.
  - \_\_\_ 7. Any pre-existing condition limitations
  - \_\_\_ 8. Any waiting periods.
  - \_\_\_ 9. Whether mental illness is covered and the extent of benefits.
  - \_\_\_ 10. Whether pregnancy is covered.
  - \_\_\_ 11. Free look provisions and the procedure for returning the policy for a refund.
  - \_\_\_ 12. The following statement or similar language as approved by the Commissioner  
“Read your policy carefully. This disclosure statement is a very brief summary of your policy. The policy itself sets forth the rights and obligations of both you and the insurance company. It is, therefore, important that you READ YOUR POLICY CAREFULLY.”
  - \_\_\_ 13. Exclusions, limitations and reductions listed in a manner that does not misrepresent the actual coverage provided.
  - \_\_\_ 14. The following statement or similar language as approved by the Commissioner  
“COMPLAINTS: If you have a complaint, call us at [ ] or your agent. If you are not satisfied, you may call the Massachusetts Division of Insurance.”

## Application Form

- \_\_\_ Applications to be attached to policy forms upon issue should be attached to such forms upon submission. If such an application was previously filed and approved or deemed approved, the approximate date of such approval must be noted, if possible.
- \_\_\_ The application forms must contain a question to elicit information as to whether the insurance to be issued is to replace any other accident and sickness insurance currently in force. A supplementary application or other form to be signed by the applicant containing such a question may be used. 211 CMR 42.08(1)
- \_\_\_ Any rider, amendment or endorsement used to reduce or eliminate coverages at date of policy issue shall be ineffective without the signed acceptance by the insured policyholder. 211 CMR 42.09(2)
- \_\_\_ Riders or endorsements that provide a benefit for which a specific premium is charged shall show the premium on the application, rider or elsewhere in the policy. 211 CMR 42.09(2)
- \_\_\_ When the Medical Information Bureau is used by the insurer, the policy application or another appropriate notice shall indicate the possible use of this service as it relates to medical information concerning the insured. 211 CMR 42.09(2)
  
- \_\_\_ For policies submitted for approval to be offered through November 1, 2001  
Application choices should specify that the range of permissible benefit choices are no more than \$250 per day. Through November 1, 2001, hospital indemnity insurance policies are not considered health plans and are exempt from the guaranteed issue provisions of M.G.L. c. 176M if they are those policies issued pursuant to M.G.L. c. 175 which provide a benefit not to exceed \$250 per day, as adjusted on an annual basis by the amount of increase in the average weekly wage in the commonwealth as defined in chapter 152, to be paid to an insured or a dependent, including the spouse of an insured, on the basis of a hospitalization of the insured or a dependent. M.G.L. c. 176M §1
  
- \_\_\_ For policies submitted for approval to be offered on and after November 1, 2001:  
Application choices should specify that the range of permissible benefit choices are no more than \$500 per day. Effective November 1, 2001, hospital indemnity insurance policies if offered as independent, noncoordinated benefits are exempt from the guaranteed issue provisions of M.G.L. c. 176M if they are those policies issued pursuant to M.G.L. c. 175 which provide a benefit not to exceed \$500 per day, as adjusted on an annual basis by the amount of increase in the average weekly wage in the commonwealth as defined in section 1 of chapter 152, to be paid to an insured or a dependent, including the spouse of an insured, on the basis of a hospitalization of the insured or a dependent. M.G.L. c. 176M §1

## Confidentiality of Information

Application form must conform to requirements of M.G.L. c. 175I:

\_\_\_ § 4: A notice of information practices must be provided to all applicants no later than at the time the application for insurance is made. The notice must be in writing and must contain **EITHER**:

\_\_\_ whether personal information may be collected from persons other than the individual proposed for coverage; M.G.L. c. 175I § 4(b)(1)  
\_\_\_ the type of personal information that may be collected and the type of source and investigative technique that may be used to collect such information; M.G.L. c. 175I § 4(b)(2)  
\_\_\_ the type of disclosure permitted by chapter 175I and the circumstances under which such disclosure may be made without prior authorization: provided, however, that only such circumstances need be described which occur with such frequency as to indicate a general business practice; M.G.L. c. 175I § 4(b)(3)  
\_\_\_ a description of the rights established under sections eight, nine and ten and the manner in which such rights may be exercised: M.G.L. c. 175I § 4(b)(4)  
    \_\_\_ § 8 describes the right of an individual to obtain any personal information collected or maintained by the insurer upon written request, including any persons to whom the insurer has disclosed the information, and procedures by which such information may be corrected, amended, or deleted.  
    \_\_\_ § 9 describes the right of an individual to have factual errors corrected and any misrepresentation or misleading information amended or deleted upon written request.  
    \_\_\_ § 10 describes the right of an individual to receive the specific reason for an adverse underwriting decision in writing.  
\_\_\_ that information obtained from a report prepared by an insurance-support organization may be retained by the insurance-support organization and disclosed to other persons. M.G.L. c. 175I § 4(b)(5)

**OR:**

\_\_\_ an abbreviated notice may be used that informs the applicant that:  
\_\_\_ personal information may be collected from a person other than the individual proposed for coverage; § 4(c)(1)  
\_\_\_ such information as well as other personal or privileged information subsequently collected by the insurance institution or insurance representative may in certain circumstances be disclosed to a third party without authorization; M.G.L. c. 175I § 4(c)(2)  
\_\_\_ a right of access and correction exists with respect to all personal information collected; § 4(c)(3)  
\_\_\_ the more detailed notices described above will be furnished to the applicant upon request. § (4)(c)(4) AND:  
\_\_\_ Disclosure authorization form must meet requirements of M.G.L. c. 175I § 6:  
\_\_\_ 1. is written in plain language  
\_\_\_ 2. is dated  
\_\_\_ 3. specifies the types of persons authorized to disclose information about the individual  
\_\_\_ 4. specifies the nature of the information to be disclosed  
\_\_\_ 5. names the insurance company and identifies by generic reference the person to whom the applicant is authorizing information to be disclosed.  
\_\_\_ 6. specifies the purposes for which the information is collected.  
\_\_\_ 7. specifies that the authorization shall be valid for no longer than thirty months from the time it is signed  
\_\_\_ 8. advises the applicant that s/he is entitled to receive a copy of the authorization form.

## Replacement Form

\_\_\_\_ An agent or carrier soliciting the sale, upon determining that the sale would involve replacement must furnish to the applicant, at the time of taking the application, or before the policy is issued, the below noted notice. A copy of the notice must be left with or retained by the applicant and a signed copy must be retained by the carrier. 211 CMR 42.08(2)

### NOTICE TO APPLICANT REGARDING REPLACEMENT OF ACCIDENT AND SICKNESS INSURANCE

According to (your application)/(the information furnished by you), you intend to lapse or otherwise terminate your present policy and replace it with a policy to be issued by \_\_\_\_\_ Insurance Company. For your own information and protection, certain facts should be pointed out to you which could affect your rights to coverage under the new policy.

1. Health conditions which you may presently have, may not be covered under the new policy. This could result in a claim for benefits being denied which may be payable under your present policy.
2. Event though some of your present health conditions may be covered under the new policy, these conditions may be subject to certain waiting periods under the new policy before coverage is effective.
3. Questions in the application for the new policy must be answered truthfully and completely; otherwise, the validity of the policy and the payment of any benefits thereunder may be voided.
4. It may be to your advantage to secure the advice of your present carrier or its agent regarding the proposed replacement of your present policy. This is your right, under the policy you have chosen.

The above "Notice to Applicant" was delivered to me on \_\_\_\_\_

\_\_\_\_\_  
Applicant